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3 In Propria Persona

4
5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 FOR THE COUNTY OF MARIN

7	CHURCH OF SCIENTOLOGY INTERNATIONAL,)	No. 157 680
8	a California not-for-profit)	
8	religious corporation,)	
9	Plaintiff,)	SECOND DECLARATION
10	vs.)	OF GERALD ARMSTRONG
11	GERALD ARMSTRONG; MICHAEL WALTON;)	IN OPPOSITION TO
12	THE GERALD ARMSTRONG CORPORATION)	MOTION FOR SUMMARY
13	a California for-profit)	ADJUDICATION OF 13th,
13	corporation; DOES 1 through 100,)	16th, 17th & 19th
14	inclusive,)	CAUSES OF ACTION OF
14	Defendants.)	SCIENTOLOGY'S SECOND
15)	AMENDED COMPLAINT
16)	Date: 9/29/95
17)	Time: 9:00 a.m.
18)	Dept: One
19)	Trial Date: not set

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DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I have personal knowledge of the facts set forth in this declaration and could competently testify thereto if called as a witness.

2. In its ruling of January 27, 1995, this Court stated regarding the liquidated damages provision of the subject "settlement contract:" "The law now presumes that liquidated damages provisions are "valid unless the party seeking to invalidate the provision establishes that the provision was unreasonable under the circumstances existing at the time the contract was made." Civ. Code, § 1671, Subd.(b).)" The provision

1 was unreasonable in December, 1986 for at least these reasons:

2 A. I had been the target of Scientology's "fair game"
3 attacks since 1981. (See list of "fair game" acts in separate
4 statement at no. 1-A and all evidence cited to thereat.) I had not
5 subjected Scientology to "fair game," and did not have a policy or
6 practice of "fair game." It was unreasonable that Scientology be
7 "protected" when its "fair game" target should have been.

8 B. The liquidated damages provision was also unreasonable
9 because Scientology had contracted with my attorney, Michael
10 Flynn, to not represent me or defend me in the event Scientology
11 continued to attack me; which it did.

12 C. The liquidated damages provision was also unreasonable
13 because it applied to over seventeen years of my life, about which
14 it was impossible to be silent. On its face the "settlement
15 contract," does not "permit" me to communicate my experiences to a
16 doctor, lawyer, girlfriend, counselor, minister, or any agency of
17 the government; or face a \$50,000 penalty. The impossibility and
18 unreasonableness of this is demonstrated, for example, by my
19 response dated April 23, 1990 to an audit by the IRS (ex. 5-R and
20 exhibits thereto). In my response to the audit, which was
21 successful, I had to provide facts concerning my Scientology
22 history. To not have provided such facts could have resulted in
23 an adverse ruling; and I had the right, despite Scientology's
24 unreasonable liquidated damages provision, to present my facts to
25 the IRS to support my effort to obtain a favorable ruling.

26 D. The liquidated damages provision was also unreasonable
27 because Scientology was not intending to honor its promise to
28 cease "fair game," but was intending to subject me and my friends
to more "fair game," including publishing its own untrue and

1 perverse accounts of my history. This intention is demonstrated
2 by the fact that Scientology immediately after the "settlement"
3 provided its account of my history and documents concerning me to
4 at least the Los Angeles Times, and shortly thereafter to at least
5 the London Sunday Times.

6 E. The liquidated damages provision was also unreasonable
7 because Scientology, by the same "settlement contract," was going
8 to maintain its action in the Court of Appeal against me after the
9 "settlement." Through Scientology's acts, known by Scientology
10 and its lawyers at the time of the settlement, my whole history
11 contained in the trial record, became a public record. Coupled
12 with Scientology's intention to continue to subject me to "fair
13 game," demonstrated by its acts immediately thereafter, its
14 keeping the pot of controversy boiling in the Court of Appeal
15 rendered the liquidated damages provision unreasonable at the
16 time.

17 F. The liquidated damages provision was also unreasonable
18 because Scientology had not been damaged in any way by any
19 statement I had made at any time prior to the "settlement." There
20 was and is no relationship between actual damages and the amount
21 of the liquidated damages. All the money Scientology has spent on
22 litigation concerning me has been to further its "fair game" goals
23 in violation of my basic human and civil rights, not on
24 "repairing" "damage" I have done.

25 G. The unreasonableness of the liquidated damages provision
26 is clearly demonstrated by the way Michael Flynn dealt with it.
27 When I protested the unreasonableness and the impossibility of
28 being silent about my seventeen years of experiences, Flynn said,
"It's not worth the paper it's printed on;" "it's unenforceable."

1 He also said that "Scientology won't change it." For that reason
2 and that reason alone there was no discussion of the liquidated
3 damages provision beyond that point. I saw the provision as
4 stupid, cruel and diabolic. Flynn said "It's not worth the paper
5 it's printed on." I was left with only one option: if
6 Scientology wants to keep the stupid, cruel and diabolic clauses
7 in its enforceable "contract," so be it. Nothing that has
8 happened since December, 1986 has convinced me that the liquidated
9 damages provision is not stupid, cruel, diabolic or enforceable.
10 Michael Flynn continues to say it's evil and unenforceable; but is
11 afraid of Scientology's revenge if he comes forward. I have
12 called or written to Flynn on dozens of occasions to request his
13 help in this matter. Without Scientology's release of him to
14 help, he will not come forward.

15 3. In its ruling of January 27, 1995, this Court also
16 stated regarding the liquidated damages provision of the subject
17 "settlement contract:" "[Defendant] has not shown that he had
18 unequal bargaining power or that he made any efforts to bargain or
19 negotiate with respect to the provision." In fact I had an
20 utterly unequal bargaining power at the time of the "settlement,"
21 and I made a sincere effort to address the provision and
22 negotiate. I have stated many times that I was positioned by
23 Flynn and Scientology as a "deal breaker." I was flown to Los
24 Angeles from Boston without seeing one word of the "settlement
25 contract." I was flown to Los Angeles to "sign" after Flynn's
26 other clients had been brought to Los Angeles. I was told by
27 Flynn that there would be no deal for anyone unless I signed. I
28 was told by Flynn that Scientology would continue to subject me,
all his other clients, and himself to "fair game" unless I signed.

1 I was told by Flynn that Scientology was promising to cease "fair
2 game" against everyone, and that the cessation of "fair game"
3 depended on my signing. Scientology at the time of the
4 "settlement" had a net worth estimated at \$500,000,000. I had a
5 net worth of zero. Prior to my arriving in Los Angeles
6 Scientology had already got Flynn to agree to sign a contract to
7 not represent or assist me if Scientology attacked me after the
8 "settlement." Flynn's co-counsel in my case, Julia Dragojevic,
9 was not representing my interests, but was going along with
10 whatever deal Flynn obtained from Scientology. I was essentially
11 without an attorney representing my interests and broke.
12 Scientology had millions of dollars, a formidable litigation
13 machine in-place and operating, and my own attorney intimidated
14 and compromised. Nevertheless I objected to the liquidated
15 damages provision and attempted to negotiate, only to be told by
16 Flynn that "it's not worth the paper it's printed on." This
17 statement was not a shock, because I had been required to sign
18 similar "non-disclosure" documents with liquidated damages
19 provisions while inside Scientology, and Flynn had stated many
20 times that such documents were "not worth the paper they were
21 printed on." These documents were also found to be unenforceable
22 by the Court in my original case with Scientology. If Flynn had
23 stated or even implied at the 1986 "global settlement" that the
24 liquidated damages provision was valid and enforceable I would
25 never have signed the document.

26 4. In its ruling of January 27, 1995, this Court also
27 stated: "Finally defendant points to the fact that other
28 settlement agreements contain a \$10,000 liquidated damages
provision.... This alone is not sufficient to raise a triable

1 issue in that defendant has not shown that circumstances did not
2 change between 12/86 and 4/87 and that those settling parties
3 stand in the same or similar position to defendant (i.e., that
4 they were as high up in the organization and could cause as much
5 damage by speaking out against plaintiff or that they have/had
6 access to as much information as defendant.) I will address and
7 compare other "settlement contracts" and other settling parties in
8 the next three paragraphs.

9 5. Exhibit 1AA is an excerpt from the August 30, 1994
10 deposition in this case of Nancy Rodes, another Flynn client in
11 the 1986 "global settlement," plus a copy of Ms. Rodes "settlement
12 contract." Ms. Rodes' "contract" also includes a \$50,000
13 liquidated damages provision. (Ex. 8-Q, "mutual release
14 agreement," p. 4, para. 6-D). Ms. Rodes testified that she was
15 paid \$7,500.00 in settlement of her claim. (Ex. 8-Q, transcript,
16 at 35:7-14). Ms. Rodes testified concerning the condition
17 prohibiting her talking about her life that she had been told by
18 Flynn that "he didn't feel that that aspect of the Agreement would
19 stand up." (Id. at 38:18,19) Ms. Rodes testified that she had
20 been told by Flynn that the "settlement agreement" is "not really
21 enforceable...no legal document can really take away your rights."
22 (Id. at 64:24-65:1) She testified that Flynn "gave [her] the
23 understanding that the clause which prevented [her] from
24 discussing or communicating [her] experience in Scientology would
25 not be enforceable." (Id. at 66:14-20) Ms. Rodes testified that in
26 her decision to sign she relied "to a fairly large extent" on
27 Flynn's telling her that he thought the provisions with respect to
28 maintaining silence were not enforceable. (Id. at 74:1-6) Ms.
Rodes testified that since the "settlement" she has "discussed

1 [her] experiences in Scientology with friends and people [she is]
2 close to. (Id. at 73:1,2) Ms. Rodes testified that she "didn't
3 have so much to say, so much knowledge." (Id. at 65:18-19)

4 6. Exhibit 1Z is an excerpt from the September 2, 1994
5 deposition in this case of Michael Douglas. Mr. Douglas testified
6 that he executed an "agreement" like that of Nancy Rodes and was
7 paid \$7,500.00 as part of the 1986 "global settlement." (Ex. 8-P
8 at 54:12-24) Mr. Douglas testified that his "settlement contract"
9 also contained a \$50,000 liquidated damages provision. (Id. at
10 92:15-23)

11 7. Scientology's Exhibit 1(C)B is a "settlement agreement"
12 prepared by Michael Flynn and involving him and his "settling"
13 clients. At page 4 it states: "[W]e acknowledge that many of the
14 cases/clients involved in this settlement have been in litigation
15 against the Church of Scientology for more than six to seven
16 years, that many have been subjected to intense, and prolonged
17 harassment by the Church of Scientology throughout the litigation,
18 and that the value of the respective claims stated therein is
19 measured in part by the (a) length and degree of harassment; (b)
20 length and degree of involvement in the litigation; (c) the
21 individual nature of each respective claim in connection with
22 either their involvement with the Church of Scientology as a
23 member and/or as a litigant; (d) the unique value of each
24 case/client based on a variety of things including, but not
25 limited to, the current procedural posture of a case, specific
26 facts unique to each case, and financial, emotional or
27 consequential damage in each case." The "settlement agreement"
28 involving Flynn and his clients does not anywhere state that the
amount paid to the various "settling" parties by Scientology was

1 related to the rights they were "giving up" by signing
2 Scientology's "settlement agreement," nor how much damage each
3 person could cause by speaking out against Scientology. Before
4 the 1986 "settlement" I had been subjected to intense, and
5 prolonged harassment by the Church of Scientology throughout the
6 litigation, and I had been severely damaged emotionally by
7 Scientology's intense and prolonged harassment. Scientology paid
8 me to dismiss my lawsuit concerning its years of harassment which
9 resulted in my emotional damage. Scientology did not pay me to be
10 able to subject me to further intense and prolonged harassment and
11 further emotional damage. I believe that because of Scientology's
12 intense and prolonged harassment before the "settlement," and
13 because of the emotional damage it inflicted, it owed me a duty to
14 be extra careful not to subject me to any further harassment and
15 any further emotional damage. Scientology's duty is reflected in
16 its promise to cease all "fair game" activities as an inducement
17 to "settle" my lawsuit.

18 8. In its ruling of January 27, 1995, this Court stated:
19 "Defendant has not raised a triable issue regarding duress.
20 Defendant's own declaration shows that he carefully weighed his
21 options... In addition, Defendant is relying on the conduct of a
22 third party (Flynn) to establish duress, yet he sets forth no fact
23 or evidence in his separate statement showing that plaintiff had
24 reason to know of the duress." Scientology knew of all of its
25 acts of "fair game" against Flynn, and its acts of "fair game"
26 against me. (See list of "fair game" acts in separate statement at
27 nos. 1-A and 1-B and all evidence cited to thereat.) Scientology
28 also knew prior to my arrival in Los Angeles to "sign" the
"settlement contract" that it had obtained Flynn's agreement to

1 not represent or defend me if it attacked me after the
2 "settlement." Flynn stated in the "settlement agreement" with his
3 clients that "he or his firms's members have been required to
4 defend approximately 17 lawsuits and/or civil/criminal contempt
5 actions instituted by the Church of Scientology against him, his
6 associates and clients, that he and his family have been subjected
7 to intense and prolonged harassment." (Plaintiff's Ex. 1(C)-B at
8 p. 5) Scientology knew of all of its harassment of Flynn and its
9 judicially condemned "fair game" policy and practices. Flynn
10 advised me that if I did not sign the "settlement contract" he and
11 everyone else would continue to be subjected to "fair game."
12 Flynn specifically mentioned, when pressuring me to sign,
13 Scientology's threat to his family and that it has ruined his
14 marriage and his wife's health. My careful weighing of my
15 options, noted by this Court, in fact reflects the duress I was
16 under to sign, and is not reflective of an absence of duress.

17 9. Every act by me which Scientology considers a breach of
18 its "settlement contract" was precipitated by Scientology's
19 refusal following the "settlement" to discontinue its acts of
20 "fair game." These acts are shocking and have caused me extreme
21 emotional hurt. They involve Scientology's publication and
22 international dissemination of perverse and false statements
23 concerning my history in Scientology and in my litigation battle
24 with Scientology. There can be no doubt that Scientology
25 considers me "fair game," considered me "fair game" after the
26 "settlement," and that I am in grave personal danger.
27 Scientology's publication of perverse and false statements about
28 his history and the personal danger it continues to put me in
require my response to defend myself in every legal way possible.

1 Scientology's head private investigator, Eugene M. Ingram, a
2 former vice sergeant of the Los Angeles Police Department, reputed
3 to have been busted from the force for pandering and taking
4 payoffs from drug dealers, has threatened to murder me, illegally
5 videotaped me, pressed false criminal charges against, and spread
6 the false rumor I have AIDS. To defend myself and others I must
7 be able to speak freely, write freely and meet freely with people
8 who are likewise Scientology's "fair game" targets. Scientology
9 attacks my church and religion, and lies publicly about its
10 relationship to my church and religion, and for those reasons,
11 even if Scientology had not attacked me personally and had not
12 threatened my life, I must speak out against its antireligious
13 nature. I believe that no court under this country's
14 Constitution, until Scientology completely subverts it, can
15 legally order me to not oppose and expose Scientology's anti-
16 Christian writings and nature.

17 10. Scientology complains that I gave a videotaped interview
18 during the 1992 convention of the Cult Awareness Convention
19 ("CAN"), and it says it is due \$50,000 in liquidated damages for
20 the "breach" of its "settlement contract." As shown above, the
21 liquidated damages provision is invalid and unenforceable. But,
22 assuming arguendo that it could have been enforceable, it was
23 rendered unenforceable as soon as Scientology mentioned one word
24 about my history after the "settlement." In fact, the "settlement
25 contract" specifically states that I released Scientology from
26 liability for all its acts against me only up to the date of
27 signing. I did not release Scientology for future acts, and I
28 could not release such future acts. When Scientology published
its statements of my history it engaged me in a controversy in

1 which I am able to respond without breaching the subject
2 "contract." Some of Scientology's known post-settlement "fair
3 game" acts are listed at nos. 16A. and 84 of my separate
4 statement, along with supporting evidence cited therein.

5 11. I attended the 1992 CAN Conference because this is a
6 group a people who share a common experience with me of either
7 abuse by a dangerous cult or having a family member ensnared in or
8 abused by a dangerous cult. I depend on people such as CAN
9 members for psychological support and for defense. I support CAN
10 in its purposes of educating the public about dangerous cults and
11 in its defense from those cults such as Scientology which seek to
12 keep the public uneducated about their destructive practices and
13 natures. When I arrived at the conference I observed Eugene
14 Ingram and a bunch of Scientologists harassing, taunting and
15 videotaping CAN conferees. The Scientologists verbally abused the
16 conferees, calling them, for example, kidnappers and criminals.
17 Ingram taunted me, accused me of having AIDS, said I looked like I
18 was dying of AIDS, said someone in my attorney Ford Greene's
19 family had AIDS, insinuating in his statement that Mr. Greene and
20 I were involved in homosexual sex. Exhibit A hereto, and lodged
21 separately, is a true and correct copy of a videotape produced by
22 Scientology pursuant to my request for production of documents
23 herein. Ingram was holding the videocamera and videoing me, and
24 it is his voice talking about AIDS. Other Scientologists later
25 parroted Ingram's accusation during the three-day conference.
26 This is part of Scientology's "black propaganda" campaign
27 discussed by former Scientology operative Garry Scarrf in his
28 declaration executed February 11, 1993 and filed in this case.
(Exhibit 1K). I was shocked by Ingram's and Scientology's attacks

1 on me and on the other innocent conferees, and it was largely
2 because of these attacks that I determined to do whatever I could
3 when called upon to oppose and expose Scientology's dangerous
4 practices and defend people from those dangerous practices. Thus
5 I gave an interview. I did not come to the CAN Conference to
6 harass Ingram and Scientology; they came to the conference to
7 harass me and my friends.

8 12. Scientology claims that I sent Newsweek reporter Charles
9 Fleming a letter and "attached several documents detailing [my]
10 claimed Scientology knowledge and experiences." (Motion for
11 Summary Adjudication of 13th, 16th, 17th and 19th causes of action
12 ("motion") at 8:12-16) Scientology claims it is due \$50,000 for
13 this "unequivocal breach." A reading of the letter (Scientology's
14 exhibit 1(J), reveals that the documents I sent were Scientology's
15 complaints filed in 1993. The only detailing of my Scientology
16 experiences was done by Scientology in its own pleadings. The
17 cases in which Scientology has sued me are, thus far, in open
18 court. I am not barred from sending any document filed in these
19 cases to anyone in the world. I am not barred from talking to the
20 media about my case. I am not barred from writing my complete
21 Scientology history in minute detail and filing it in this Court
22 or in the bankruptcy proceeding Scientology maintains against me.
23 I am not barred from then sending that detailed history to anyone
24 in the world, including Newsweek or any other media entity. I say
25 that to point out how ridiculous Scientology's "settlement
26 contract" is, and how its own lawsuits and other "fair game"
27 actions have resulted in my history being disseminated around the
28 world.

13. Scientology claims that my speaking to Mr. Fleming about

1 Lawrence Wollersheim's case is an "unequivocal breach of paragraph
2 7(d)." (Motion at 8:8-11) It isn't. Para. 7(d) requires that I
3 not discuss my "experiences with the Church of Scientology and any
4 knowledge or information [I] may have concerning the Church of
5 Scientology, L. Ron Hubbard" etc. It does not require that I not
6 discuss any knowledge or information I may later learn. In fact I
7 learned all of what I told Mr. Fleming about the Wollersheim case
8 after December, 1986. This also points out the ridiculousness of
9 the "settlement contract." Scientology has sued me five times.
10 It has included its view of my history in its lawsuits. All my
11 history is intertwined with the history in the litigations. Much
12 of my Scientology history is included in books and other
13 publications I have read since the "settlement." Scientology
14 keeps me interested in such publications by continuing to attack
15 me. Even if I forgot all my history, I could relearn it from what
16 has been published around the world; and, even if the "settlement
17 contract" were not against public policy and unenforceable, I
18 could newly learn of my history and tell the world. The
19 "contract" is, however, against public policy and unenforceable,
20 because it is a slavery contract. It is evil, and it is the
21 product of clever lawyers being too clever. Ultimately
22 Scientology will have to realize that it paid me to dismiss my
23 lawsuit and for the opportunity I gave it to cease fair game,
24 including by giving it the evidence I had gathered and by being
25 silent and taking its threats and abuse for over three years.
26 Ultimately Scientology will have to accept that evil contracts no
27 matter how clever cannot keep evil from the light of truth.
28 Scientology attempted to have me jailed for contempt of court for
providing a declaration, at Lawrence Wollersheim's request,

1 concerning Scientology's obnoxious litigation practices. I had
2 every right to interest Newsweek and the rest of the world in the
3 Wollersheim case, which is itself reflective of Scientology's
4 obnoxious practices. Los Angeles Superior Court Judge Diane
5 Wayne, in the instant case, dismissed all contempts against me.
6 (See Ex. 7-L, July 29, 1994 order)

7 14. Scientology claims that my comments to Charles Fleming
8 in connection with an article he was doing on Scientology's
9 efforts to get L. Ron Hubbard's booklet "The Way to Happiness"
10 distributed in and accepted by public schools, are an "unequivocal
11 breach." The fact is, Scientology's efforts are covert and
12 dangerous and should be opposed by anyone who knows anything about
13 this organization. I am grateful Fleming wrote the article and
14 called me. Inside Scientology "The Way to Happiness" is part of
15 its "scriptures," its "mental technology." Outside Scientology,
16 the organization calls the booklet "non-religious." It is used as
17 a vehicle to get people interested in Scientology, which claims to
18 be a "religion." Scientology employs a similar bait and switch
19 with my fellow Christians. Scientology promotes that it is
20 compatible with Christianity and "Scientists hold the Bible as
21 a holy work and have no argument with the Christian belief that
22 Jesus Christ was the Savior of Mankind and the Son of God." In
23 its core, however, Scientology teaches that Christ and God are
24 "implants," false ideas installed in humans millions of years ago
25 by pain and electronics to enslave mankind. (See, e.g.,
26 Declarations of Hana Whitfield, (Exhibit 2, and Exhibits 2B and 2C
27 thereto; Dennis Erlich (Exhibit 3, and Exhibits 3A and 3B
28 thereto); Margery Wakefield (Exhibit 4, and Exhibit 4A thereto).
It is completely unfair and dishonest that Scientology's

1 "scriptures" (Way to Happiness) are covertly infiltrated into the
2 public schools as "non-religious," to act as recruiting devices
3 for the anti-Christian Scientology cult, whereas the scriptures of
4 openly religious Christians are barred from public classrooms.
5 Religion in public schools and the separation of church and state
6 are current and important public issues, and I cannot be denied
7 the right to enter into discussions, studies and reports on such
8 issues. I had not only a right but a duty to oppose Scientology's
9 duplicitous efforts to subvert the school system and ensnare the
10 country's youth. Scientology promotes that its mental technology
11 raises IQ a point per hour of "auditing." It not only does not,
12 but it makes its adherents actually less intelligent, as well as
13 more aggressive and antisocial.

14 15. Scientology complains that whatever I said on E!TV is a
15 breach of the "settlement contract." On its face that may be;
16 however, Scientology itself published false and perverse versions
17 of my history long before I responded, and in violation itself of
18 the spirit of settlement and language of the "contract." The
19 "contract," e.g., contains the following language:

20 7 I. "...the "slate" is wiped clean concerning past actions
21 by any party."

22 18. "(D) The parties hereto and their respective attorneys
23 each agree not to disclose the contents of this executed
24 Agreement. Nothing herein shall be construed to prevent any party
25 hereto or his respective attorney from stating that this civil
26 action has been settled in its entirety.

27 (E) The parties further agree to forbear and refrain from
28 doing any act or exercising any right, whether existing now or in
the future, which act or exercise is inconsistent with this

1 Agreement."

2 There is a clear implication that Scientology was agreeing to not
3 continue to discuss or publish anything about me or my history.
4 It had also promised as a specific part of the "settlement" and as
5 an inducement to settle that it would discontinue all "fair game"
6 activities against me, Flynn and everyone else. But even if the
7 "contract" is not interpreted to mean that Scientology could not
8 after the "settlement" continue to to discuss or publish anything
9 about me or my history, I am not barred from responding in any way
10 or in any medium or context to any such post-settlement
11 discussions or publications. By August 1993, Scientology had sued
12 me three times based on false allegations, including false
13 statements about my pre-settlement history, and had published and
14 disseminated "dead agent" packs about me and my history, and
15 "black propaganda" (Hubbard's term for lies intended to destroy
16 someone's reputation) about me, which included false and/or
17 perverse ad hominem attacks. (See, e.g. separate statement no.
18 84, and the evidence cited to therein.) These attacks include,
19 but are not limited to, e.g., that I am an agent provocateur of
20 the US government; that I committed perjury; that I posed nude in
21 a newspaper; that my defense in my 1984 trial was a sham and a
22 fraud; that the LAPD authorized [Scientology's] illegal
23 videotaping of me; that I wanted to plant fabricated documents in
24 Scientology files and tell the IRS to conduct a raid; that I
25 wanted to plunder Scientology; that my motives in writing attorney
26 Eric Lieberman regarding the Nothling case were money and power;
27 that I was incompetent as a researcher on the Hubbard biography
28 project; that I wanted to orchestrate a coup in which members of
the US Government would wrest control of Scientology; that I was

1 formerly a heavy drug user; that I was paid to provide homosexual
2 sex; and that I had AIDS. None of these charges relate to my
3 alleged breaching of Scientology's evil "contract," but were
4 personal attacks on my character and history, to which I am not
5 barred by the "contract" from responding. Scientology was also
6 during that period attempting to have me jailed on false contempt
7 of court charges. I wrote the treatment for a movie to be done
8 about my Scientology history to clear my name in the most profound
9 manner I could, and I agreed to the E!TV interview for the same
10 purpose. Scientology has gone out of its way to not do exactly
11 what it must do by the "contract:" "to forbear and refrain from
12 doing any act or exercising any right, whether existing now or in
13 the future, which act or exercise is inconsistent with this
14 Agreement." Scientology says that the purpose of the "settlement
15 contract" was to achieve peace. (See, e.g., first amended
16 complaint, Scientology's request for judicial notice, Exhibit A,
17 at 3:13,14.) There is no peace if one of the parties continues to
18 assault the other; and such assaults are inconsistent with a peace
19 accord. If Scientology's purpose for "settling" was not peace,
20 then it obtained my signature on its "peace accord" by fraud;
21 which is exactly what they did. Scientology, by its own actions,
22 lost any right it ever had to silence me judicially. It must now
23 allow the marketplace of ideas to be the judge in its worldly
24 conflict with me. In its spiritual battle with me there is
25 another judge, Almighty God.

26 16. Scientology claims that my being an expert witness in
27 the Fishman case is a violation of the "contract." It may have
28 been at one time, but it is allowed by the preliminary injunction
issued by Judge Ronald Sohigian in this case in May, 1992. (See

1 Scientology's request for judicial notice in support of motion for
2 summary adjudication of the 20th cause of action of plaintiff's
3 second amended complaint, exhibit P, minute order, at p. 2) Where
4 Scientology required by its "contract" that I avoid service of
5 subpoenas, Judge Sohigian permits me to be reasonably available
6 for such service. Where Scientology's "contract" required that I
7 not assist or cooperate with any person adverse to Scientology in
8 any proceeding and not cooperate in any manner with any
9 organization aligned against Scientology, Judge Sohigian permitted
10 me to assist any organization in any manner and any person
11 defending against Scientology in any manner; and he required only
12 that I not assist persons prosecuting or intending to prosecute
13 claims against Scientology, unless pursuant to subpoena. Steven
14 Fishman and Uwe Geertz were defendants against Scientology, not
15 claimants. Moreover, I could have made myself available to be
16 served with a subpoena to testify in their case, and I would have
17 done so.

18 17. Scientology claims that I admitted that I spoke multiple
19 times with attorney Graham Berry concerning my Scientology
20 knowledge and experiences. (Motion at 9:13-16) Scientology
21 claims that I admitted this in the deposition transcript excerpts
22 it includes in its evidence at Exhibit 1Q. A reading of these
23 excerpts, however, reveals that I say "I don't think beyond, very
24 generally, if at all, that is, if it was discussed at all, whether
25 the specifics of what I would testify to go into, but I think that
26 Mr. Berry's understanding of my history, and my present
27 involvement in litigation, and what I've said about myself, and my
28 areas of expertise are pretty well known and accepted." Graham
Berry is a specialist expert attorney in Scientology litigation.

1 He is one of Scientology's major "fair game" targets. He has
2 represented several people against the Scientology organization.
3 He also represented Joseph A. Yanny as intervenor and amicus
4 curiae in this case. (See, e.g., Scientology's evidence Exhibit
5 1C, declaration of Graham E. Berry to all evidence filed herein
6 May 7, 1992) The idea that I could not communicate with the
7 attorney for amicus curiea in my own case is absurd. But Graham
8 Berry knows my history and my areas of Scientology expertise in
9 such detail I do not have to tell him anything for him to know
10 what I would testify about as an expert; and I did not personally
11 provide him with any of the information he included in his brief
12 narrative regarding my expected testimony. (Scientology's Exhibit
13 1P)

14 18. As for my January 27, 1994 letter to Graham Berry, this
15 contains none of my experiences in Scientology or knowledge gained
16 in Scientology. I didn't meet Ed Walters until long after I left
17 Scientology, and didn't meet Ed Roberts until 1991. As stated
18 above, I am not barred from assisting defendants against
19 Scientology such as Steven Fishman and Uwe Geertz in any way.

20 19. Scientology claims that I met with Graham Berry "and a
21 cadre of other anti-Scientology litigants and would-be witnesses,
22 at Berry's office, wherein all discussed Scientology, their
23 claimed knowledge and experiences and the Fishman case." (Motion
24 at 9:20-24) Scientology claims that this is shown in the excerpt
25 from my deposition at its exhibit 1Q. A reading of this excerpt,
26 however, supports none of these charges. I stated in deposition
27 that the substance of the conversation at Mr. Berry's office
28 "principally concerned the Fishman case, and that around that time
Scientology had either dismissed the case or found something to

1 dismiss the case or it was in that stage toward the end of the
2 litigation. And the communications -- the only ones which stand
3 out were on that subject.... There was a dismissal in progress
4 and my recollection was that we communicated about that
5 during the brief time I was there for lunch." (Scientology's
6 Exhibit 1Q at 784:7-785:13) During this visit to Mr. Berry's
7 office I met with no would-be witnesses, but honest-to-God
8 witnesses. None of them are anti-Scientology; they are anti-"fair
9 game," just as I am. If Scientology knocked off its dangerous and
10 repugnant "fair game" doctrine and practices it would discover
11 that these witnesses are its best friends. Scientology's worst
12 enemies are its leaders who keep "fair game" going and lead its
13 adherents further and further into danger and depravity. The
14 claim by Scientology that I along with the others in Mr. Berry's
15 office "all discussed Scientology, [and our] claimed knowledge and
16 experiences," when the "proof" supplied by Scientology shows
17 nothing of the kind, points out another reason why the "settlement
18 contract" must not be enforced, why I considered it from the
19 outset unenforceable, and why I will oppose its enforcement until
20 my last breath. The people seeking to enforce it; i.e.,
21 Scientology's leaders and lawyers, are dishonest and mal-
22 intentioned. They will manufacture "breaches," and "evidence,"
23 just to be able to attack and destroy me, not because their
24 organization is damaged by anything I say or do. These leaders
25 and lawyers have sent covert intelligence operatives to me to
26 request my help and get me to talk about my experiences for many
27 years. One of those agents was a Peter Comros (sp?) who posed as
28 an employee of the government of Isreal. Indeed, I assume
everyone who approaches me for help is a Scientology covert

1 intelligence agent, and since I am not barred from talking to or
2 assisting Scientology agents I am free to talk to and assist
3 anyone. This is ridiculous, but is only so because Scientology
4 and its "contract" are ridiculous. When Scientology ceases its
5 dangerous covert intelligence activities it will be time for me to
6 stop talking to everyone.

7 20. Scientology claims that my declarations (Scientology's
8 Exhibits 1S and 1T) executed February 22, and April 24, 1994 and
9 filed in the Fishman case are breaches of its "settlement
10 contract." They are not. They are illustrative, however, of why
11 the "contract" can never be enforced. They are illustrative of
12 the fact that the intention and effect of the "settlement
13 contract" and Scientology's enforcement thereof are obstruction of
14 justice. Both of my declarations are in direct response to post-
15 "settlement" actions taken by Scientology concerning me and my
16 history. Nowhere in the "contract" does it state that I may not
17 respond to such post-"settlement" acts. Common sense says that
18 such a "contract," which does not spell out in advance what acts I
19 would be permitting Scientology to perform without my being able
20 to respond is illegal because it allows unlimited illegality.
21 Indeed, a strict reading of the "settlement contract" would not
22 allow me to respond to or even report assault or attempted murder.
23 Judge Sohigian recognized this; thus he stated in his May, 1992
24 order, "The court does not intend...to prohibit defendant
25 Armstrong from:...properly reporting or or disclosing to
26 authorities criminal conduct of [Scientology]." (Scientology's
27 request for judicial notice in support of motion for summary
28 adjudication of the 20th cause of action of plaintiff's second
amended complaint, exhibit P, minute order, at p. 2) My February

1 22, 1994 declaration was in direct response to perjurious
2 statements made about my history by Scientology supreme commander
3 David Miscavige in his declaration executed February 8, 1994 and
4 filed in Fishman. (See Miscavige declaration, Exhibit 1P, at
5 31:22-32:14. I had not filed anything or made any statement in
6 the Fishman case before Miscavige made his statements about me and
7 my history. Miscavige states in his declaration that "In a
8 police-sanctioned investigation, Gerry Armstrong was captured on
9 video tape acknowledging his real motives, namely a plot to
10 overthrow the Church leadership and gain control of the Church."
11 As I state in my February 22, 1994 declaration, there was no
12 "police-sanctioned investigation." Miscavige's organization and
13 its head private investigator Eugene Ingram, who works directly
14 for Miscavige, paid a corrupted Los Angeles Police Department
15 officer to sign a phony "authorization." When the fact of the
16 phony authorization and illegal videotaping surfaced, LAPD Chief
17 Daryl Gates issued a public announcement which stated:

18 "It has come to my attention that a member of the
19 L.A.P.D. very foolishly, without proper authorization
20 and contrary to the policy of this Department, signed a
21 letter to Eugene M. Ingram, believed to have been
22 drafted by Ingram himself. The letter purports to
23 authorize Ingram to engage in electronic eavesdropping.
24 The letter along with all the purported authorization,
25 is invalid and is NOT from the Los Angeles Police
26 Department.

27 The Los Angeles Police Department has not cooperated
28 with Eugene Ingram. It will be a cold day in hell when
we do.

1 I have directed an official letter to Ingram informing
2 him that the letter signed by Officer Phillip Rodriguez
3 dated November 7, 1984, and all other letters of
4 purported authorizations directed to him, signed by any
5 member of the Los Angeles Police Department are invalid
6 and unauthorized."

7 The Gates statement has been filed in many Scientology cases, all
8 of which Miscavige oversees and directs. His calling the illegal
9 videotape operation, which he also oversaw and directed, "police-
10 sanctioned," is perjury. The rest of his statements about me, the
11 Breckenridge decision and my history are likewise false. I had
12 every right to respond to Miscavige's false statements because
13 they occurred after the 1986 "settlement," and I am not barred
14 from responding to post-"settlement" statements. I also had every
15 right to respond because his statements are perjurious and I am
16 specifically permitted by the Sohigian order to report such
17 criminal activity. Miscavige considered his statements about me
18 so indispensable in his prosecution of the Fishman case that he
19 was willing to commit perjury to get them before the Court. My
20 statements to provide the truth correcting his perjury can be no
21 less indispensable in the case. It is unfair, unamerican and
22 obstructive of justice to bind someone with a contract by which he
23 is unable to respond to false charges made about him in our courts
24 of law. It is an outrage that the perjurer, Miscavige, who
25 operates all Scientology litigation, now presses this Court to rip
26 me for \$50,000 for telling the truth.

27 21. After my February 22, 1994 declaration was filed in
28 Fishman, Scientology sought to have my declaration sealed. Thus I
wrote my April 24, 1994 declaration. As I point out, the goals of

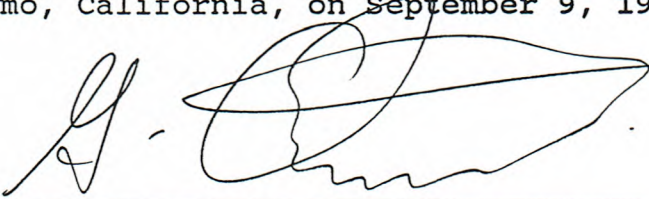
1 Scientology's efforts to seal files and documents such as my
2 declarations are to generate confusion, give it unwarranted
3 opportunities to bring charges against its enemies, and to rewrite
4 its criminal and antisocial history. All of these goals add up to
5 obstruction of justice. I had a right to oppose Scientology's
6 effort to seal my declaration for my own defense; and I had a
7 right, as permitted by the Sohigian order, to report Scientology's
8 criminal activities; i.e., its obstruction of justice. The
9 authority to whom such activities should be reported in that
10 context was the Federal Court Judge presiding over the Fishman
11 case, and that is what I did through my declaration.

12 22. Finally, there is a need to address the unfathomable way
13 in which Scientology is calculating its liquidated damages, and
14 therefore what constitutes a "breach" of its "contract." In its
15 first amended complaint, Scientology claims that for a single
16 letter I wrote on December 22, 1992, in which I attempted to bring
17 peace to its conflict, it is due \$950,000.00 in liquidated
18 damages. (First amended complaint, fourteenth cause of action,
19 Scientology's request for judicial notice, Exhibit A at 20:8-
20 21:7). In its motion it claims that, e.g., (albeit falsely), I
21 "spoke multiple times with Geertz' counsel, Graham Berry,
22 concerning [my] claimed Scientology knowledge and experiences;"
23 "met with a cadre of other anti-Scientology litigants and would-be
24 witnesses, at Berry's office, wherein all discussed Scientology,
25 their claimed knowledge and experiences;" and "furnished Berry
26 with not one, but two declarations describing [my] claimed
27 Scientology knowledge and experiences;" and that for all these
28 "breaches" involving all these people Scientology seeks a "mere"
\$50,000.00. There appears to be no rhyme nor reason to its

1 calculation of its "damages;" only whim. Indeed, these
2 unfathomable, whimsical calculations simply demonstrate the
3 ridiculous nature of the "contract," rendered, in Scientology's
4 untrustworthy hands, horribly cruel.

5 I declare under the penalty of perjury under the laws of the
6 State of California that the foregoing is true and correct.

7 Executed at San Anselmo, California, on September 9, 1995

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11 GERALD ARMSTRONG
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